

**THE CITY OF REEDLEY  
PUBLIC WORKS DEPARTMENT**

***REQUEST FOR PROPOSAL***

**FOR**



**LANDSCAPE MAINTENANCE OF  
CITY LLM DISTRICTS**

**July 2013**

City of Reedley  
Public Works Department  
1733 Ninth Street  
Reedley, CA 93654  
(559) 637-4200

CITY OF REEDLEY  
STATE OF CALIFORNIA

**NOTICE TO CONTRACTORS**

**Proposal Deadline:** **3:00 p.m., August 2, 2013**

Place of Proposal Receipt: City of Reedley  
Public Works Department  
1733 Ninth Street  
Reedley, CA 93654

Project Name: Landscape Maintenance of City LLM Districts

Place Proposal Documents  
Are on file: City of Reedley  
Public Works Department  
1733 Ninth Street  
Reedley, CA 93654  
Or  
[www.reedley.com](http://www.reedley.com)

NOTICE IS HEREBY GIVEN that individually sealed **proposals** for "Landscape Maintenance of City LLM Districts" (hereinafter "the Work") will be received at the City of Reedley, Public Works Department, 1733 Ninth Street, Reedley, California, 93654 until 3:00 p.m. on August 2, 2013.

A pre-bid meeting for interested contractors will be held at the Reedley City Hall, 1733 Ninth Street, Reedley, California, 93654 on Friday, July 26, 2013, at 11:00 a.m. This meeting will be conducted for all prospective respondents. Participation at this meeting is not required, but attendance is strongly recommended for instruction in the preparation of the RFP document. The proper format of the document presented will be one of several criteria used in evaluations of the proposals.

Each proposal shall be submitted individually on the Bid Proposal Form provided in the Specifications, sealed in an envelope marked with the project title, name of contractor, and the time and date of the bid opening.

The Proposals will be opened, and publicly read aloud at 3:00 p.m. on August 2, 2013 at the City of Reedley City Hall located at 1733 Ninth Street, Reedley, California, 93654.

The results of Proposal opening shall be reported to the City of Reedley City Council at a regularly scheduled City Council meeting thereafter.

The successful respondent shall furnish insurance policies and certificates, as specified in this proposal packet.

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, and in accordance with said Act, no person on the grounds of race, color, sex or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any service or activity in connection with the project.

The Contractor agrees to comply with all applicable Federal and California State laws pertaining to discrimination, including but not limited to, the California Fair Employment Practices Act, beginning with Government Code Section 12900, and Labor Code Section 1735.

The City Council of the City of Reedley reserves the right to reject any or all proposals, and/or waive any informality in a proposal, and/or determine in its discretion the responsibility of any respondent.

Thank you for your interest,

A handwritten signature in black ink, appearing to read "Russ Robertson", is written over the printed name.

Russ Robertson  
Public Works Director  
City of Reedley

## INSTRUCTIONS TO BIDDER

The Proposal Form must be complete with entries made in all applicable spaces. Bids for segregated items or portions of work will not be considered, except as previously stipulated. **ALL FORMS (EXCLUDING THE SAMPLE SERVICES AGREEMENT) IN THE PROPOSAL PACKAGE MUST BE COMPLETED, SIGNED AND DATED IN INK.**

It is understood that the quantities shown on the bid form are approximate only and are subject to increase or decrease and that whether the quantities are increased or decreased, the work will be at the unit prices stated in the above schedule. If the total cost of any item or the Total Base Bid is inconsistent with the unit cost, the unit cost shall prevail. If there is a discrepancy between words and figures, the word shall prevail.

It is understood and agreed that the undersigned has examined the plans and specifications and has, by inspection at the site of the work, satisfied himself as to the nature of the work to be done and has knowledge as to the conditions and matters which can affect the work or the cost thereof and furthermore understands and agrees that the City will in no way be responsible for any errors or omissions in the bid. It is understood that the Reedley City Council reserves the right to reject any or all bids or any portion of work and/or bid item from the project.

The undersigned certifies that he/she has a valid Class \_\_\_\_\_ State of California Contractor License, the number which is \_\_\_\_\_ and the expiration date of which is \_\_\_\_\_.

### DECLARATION

I/WE declare under penalty of perjury under the laws of the State of California that the statements in this Proposal are true and correct.

Date: \_\_\_\_\_ at \_\_\_\_\_ California.

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Clearly Printed

Position: \_\_\_\_\_

## **SECTION ONE**

### **GENERAL PROVISIONS**

#### **Proposal Forms:**

All proposals must be made upon the blank forms included in the Proposal packet obtained from the City. All proposals must give the prices proposed, both in writing and figures, and must be signed by the bidder, with his/her address. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names titles and business addresses of the president, secretary, and treasurer.

#### **Rejection of Proposals:**

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, erasures, or irregularities of any kind. The City of Reedley reserves the right to reject any and all proposals.

#### **Award of Contract:**

The award of the Contract, if it is awarded, will be made within thirty (30) days after the opening of the proposals.

The City reserves the right to waive minor irregularities in any proposal that does not, in the judgment of the City, make a material difference in proposal consideration.

#### **Execution of Contract:**

The Contract will be signed by the successful respondent and returned, together with the required insurance certificates within ten (10) days, including Sundays and legal holidays, after the respondent has received notice that the Contract has been awarded. No proposal will be considered binding upon the City until the execution of the Contract.

The Contractor will submit to the City for approval, seven (7) days in advance of the start of work, a schedule indicating the dates when the various operations involved in this Contract will be started and finished. Once the City has approved the schedule of work, the Contractor will adhere to the schedule. The City will be notified of any significant variations from the approved schedule. Compensation for preparing, submitting, modifying the schedule for the City's approval, and adhering to the schedule of work as approved and amended will be included in the price paid for other items of work.

**Alterations:**

By mutual consent in writing of the parties to the Contract, alterations or deviations, increases or decreases, additions or omissions, in the Specifications may be made. The same will in no way affect or make void the Contract.

The City reserves the right to increase or decrease the quantity of any item or portion of the work.

**Monthly Payments:**

The City will, once in each month, pay each item in the Contract work schedule for the period indicated by the Contract subject to the Contractor's satisfactory performance of such work, the Contractor's submittal of a detailed invoice for such items of work, and City approval of all such items. Subject to the foregoing, the City will remit payment within 30 days after receiving an acceptable invoice.



## **SECTION TWO**

### **SPECIAL PROVISIONS**

#### **Traffic Control and Public Safety (as Applicable)**

Traffic Control: The Contractor will provide and maintain barricades, lights and other means as may be necessary to prevent accidents to the public, to direct traffic, protect workers and public from injury or damage due to any cause. Such work will conform to the Caltrans Manual of Warning Signs, Lights and Devices for use in Performance of Work upon Highways, latest revision.

Payment: Full compensation for conforming to the requirements of this Section will be considered as included in the price paid for other items of work and no additional compensation will be made therefor.

#### **Private and Public Property**

Protection: The Contractor will protect all private and public property and will replace, repair, or pay for any damage caused by negligent or substandard work related to this Contract, either directly or indirectly.

#### **Permits and Fees**

Business License: The Contractor and all his/her subcontractors must obtain a business license from the City of Reedley for all work within the City limits. Full compensation to conform to this Section will be included in the Contract lump sum price. No additional compensation will be made therefor.

The Contractor will at his/her own expense procure all other permits, certificates and licenses required of him/her by law for the execution of his/her work. The Contractor will comply with all State and Local laws, ordinances and rules and regulations relating to the performance of the work and will file all reports as required in connection with the project. Copies of all records will be sent to the city representative, in addition to the respective agency.

#### **Contractor's Qualifications**

The Contractor will hold the appropriate contractor's license necessary to perform the scope of work and will certify under the penalty of perjury in his/her proposal that said license is current and valid for the work to be performed.

#### **Disposal of Materials**

The Contractor will provide for the proper disposal of all landscape refuse materials including trash, dirt, weeds, and brush.

### **Contractor's Equipment and Materials and Storage**

The Contractor will provide adequate equipment and means for the work. The Contractor will remove such equipment and/or materials when the equipment is unsuitable for performing the work or unsatisfactory, including equipment which is obsolete, in bad repair, or worn out.

### **Notification**

The Contractor will supply the Owner with a list of at least two persons, together with their address and home telephone numbers, who are authorized to act on behalf of the Contractor in an emergency arising out of conditions at the work site after normal working hours.

### **Respondent's Examination of Site**

The respondent will examine the sites prior to submission of his/her proposal and appraise himself/herself of all site conditions that exist and that must be accounted for during the performance of the work, and he/she will include this in the cost. Cost for this work will be included in the various proposal items and no additional compensation will be made therefor.



# SERVICES AGREEMENT

## BETWEEN THE CITY OF REEDLEY AND THE SELECTED CONTRACTOR

This Services Agreement (Agreement) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Reedley, a municipal corporation, ("City"), and SELECTED CONTRACTOR NAME ("Contractor") for landscape maintenance services in the City of Reedley Landscape & Lighting Maintenance Districts.

### WITNESS

WHEREAS, the City of Reedley has Landscape and Lighting Maintenance assessment zones; and,

WHEREAS, these assessments pay for the costs of maintaining the turf and landscape areas within each district as well as maintenance and replacement of street trees, shrubs, ground cover, irrigation, enhanced lighting, and park furniture located within the district; and,

WHEREAS, the City and the Contractor now wish to enter into this Agreement to contract for landscape maintenance services.

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

#### 1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

City Representative: Nicole R. Zieba, City Manager  
City of Reedley  
1717 Ninth Street  
Reedley, CA 93654  
Tel: (559) 637-4200 x. 212

Contractor Representative: SELECTED CONTRACTOR  
ADDRESS  
CITY, STATE, ZIP  
PHONE

#### 2. ROLES, CONTRIBUTIONS AND RESPONSIBILITIES

A. The Contractor will perform the work as described under **Exhibit A "Scope of Work"**.

B. City will:

- (i) Provide irrigation control and repair and any other supporting services that are not included in the scope of work as deemed necessary by City staff.

### 3. PERFORMANCE STANDARDS

The Contractor agrees that they will, at all time, faithfully, industriously, and to the best of their ability, perform the duties and functions that are required under this Agreement.

### 4. COMPENSATION

The Contractor shall be paid a flat fee of \$\_\_\_\_\_ per month for the services described in Exhibit A. City may request enhanced or additional services during the term of this Agreement. No additional work is to be performed prior to written authorization from the City of Reedley. City and Contractor may negotiate payment amount for services on an annual basis, with any changes to monthly flat fee approved by the City Manager, documented in writing and signed by both parties.

### 5. EFFECTIVENESS, DURATION AND TERMINATION

This Agreement shall be effective as of the date first written above, and shall remain in effect for a term of 12 months. This agreement may automatically renew each year thereafter for a period not to exceed five years.

Either party may at any time terminate this Agreement (i) without cause at the party's convenience by giving not less than two months (60 days) prior written notice to the other party, or (ii) with cause upon written notice to the other party following the other party's failure to reasonably cure an event of non-performance hereunder following thirty (30) days written notice thereof. Termination shall be effective (the "Effective Date of Termination") as of the date specified in said notice of termination. Upon such termination, all rights and obligations of each party under this Agreement shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein.

### 6. RECORDKEEPING AND PERFORMANCE DATA

Each party shall keep and maintain proper records and documentation sufficient to substantiate its contributions hereunder, and shall make such available for review and audit during normal operating hours upon the reasonable written request of the other party for a period of three (3) years following expiration or earlier termination of this Agreement.

### 7. CAPACITY OF CITY AND THE CONTRACTOR

Each party is acting in an independent capacity. Nothing in this Agreement and nothing in the course of dealings between the parties hereunder shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency or employment relationship, jointly and severally.

In addition and without limitation, each party shall be solely responsible for all matters relating to payment of its employees, including, but not limited to, compliance with applicable social security withholding, workers' compensation insurance, benefits and all other regulations governing such matters. Personnel supplied by City will not for any purpose be considered employees or agents of the Contractor. The City assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable. Conversely, personnel supplied by the Contractor will not for any purpose be considered employees or agents of the City. The

Contractor assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable.

The City and the Contractor agree and acknowledge that their relationship is strictly and solely that of an independent contractor to each other. The City's employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by the Contractor. The Contractor agrees and acknowledges that the Contractor employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by the City.

Neither party shall engage any person or entity to serve in any capacity, or incur any expense or obligation on behalf of the other without the prior written consent of both parties.

## 8. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Contractor, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of the Contractor or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

City shall indemnify, hold harmless and defend the Contractor and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of City or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by City of governmental immunities including California Government Code section 810 et seq.

The Contractor agrees that this Agreement shall in no way act to abrogate or waive any immunities available to City under the Tort Claims Act of the State of California.

In the event of concurrent negligence on the part of the Contractor or any of its officers, officials, employees, agents or volunteers, and City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.



## 9. INSURANCE

Throughout the life of this Agreement, the Contractor shall pay for and maintain in full force and effect all policy(ies) of insurance required hereunder with (an) insurance company(ies) either (1) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (2) authorized by the City Manager. The following policies of insurance are required:

- A. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations, and \$2,000,000 general aggregate.
- B. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage. Only required if automobiles are to be operated on City property.
- C. WORKERS' COMPENSATION insurance as required under the California Labor Code.
- D. EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

In the event the Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

The Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and the Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or (ii) the Contractor shall provide a financial guarantee, satisfactory to City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) day written notice in favor of the City, of policy cancellation, change or reduction of coverage, except for the Workers' Compensation policy which shall provide a ten (10) day written notice of such cancellation, change or reduction of coverage. In the event any policies are due to expire during the term of this Agreement, a new certificate evidencing renewal of such policy shall be provided not less than fifteen (15) days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation, change or reduction in coverage, the Contractor shall file with the City a certified copy of the new or renewal policy and certificates for such policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name the City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so the Contractor's insurance shall be primary and no contribution shall be required of the City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City and each of its officers, officials, employees, agents and volunteers. The Contractor shall furnish the City with the certificate(s) and applicable endorsements for ALL required insurance prior to the City's execution of this Agreement.

If at any time during the life of this Agreement or any extension, the Contractor fails to maintain any required insurance in full force and effect, all of the Contractor's activities under this Agreement shall be discontinued immediately, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve the Contractor Corporation of its responsibilities under this Agreement.

Upon request of City, the Contractor shall immediately furnish City with a complete copy of any insurance policy required under Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

The fact that insurance is obtained by the Contractor shall not be deemed to release or diminish the liability of the Contractor, including, without limitation, liability under the indemnification provisions of this Agreement. The duty to indemnify City and its officials, officers, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the Agreement of indemnification to be provided by the Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Contractor or any of its officers, board members, employees, agents, volunteers, invitees, caterers, concessionaires, suppliers, vendors, consultants, contractors or subcontractors.

If the Contractor should subcontract all or any portion of the services to be performed under this Agreement, the Contractor shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and authorized volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with the Contractor and City prior to the commencement of any services by the subcontractor.

## 10. PERMITS AND LICENSES

- a) Contractor's License - Contractor shall have a current Landscape Contractor License issued by the California Contractors State License Board. The State license shall remain in force for the duration of the contract. Failure to maintain the State license shall be sufficient cause for the City to terminate this agreement.
- b) Qualified Applicator Certificate or Qualified Applicator License - Contractor shall maintain one of the licenses or certification by the Fresno County Department of Agriculture. Failure to maintain certification/license or follow the appropriate procedures for applying pesticides as determined by the Fresno County Department of Agriculture shall be sufficient cause for the City to terminate this agreement.

## 11. WORK FORCE

Contractor and employees are to be personably presentable at all times, wearing appropriate attire for the job. Employees must either be U.S. citizens or legal residents.

## 12. ATTORNEY'S FEES

If a party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its/their reasonable attorney's fees and legal expenses.

## 13. ASSIGNMENT

There shall be no assignment by any party of its rights or obligations under this Agreement without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

## 14. WAIVER

The waiver by any party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

No provisions of this Agreement may be waived unless in writing and approved by and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

No action or omission by either party shall constitute a breach of this Agreement unless the injured party first notifies the other party of the purported breach in writing setting forth the alleged breach or default and said party does not cure the same within a reasonable period of time. The payment of any fee or compensation or performance of any obligation hereunder by either party shall not constitute a waiver of any breach by the other party or of any of the rights and remedies which either party may have as a result of such breach. No waiver by either party of breach of the Agreement shall be implied from any failure by the other party to take action on account of such breach if such breach persists or is repeated. Waivers by either party of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

## 15. REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants that it is a duly authorized and existing licensed contractor with the State of California in good standing, and shall remain in good standing during the term of this Agreement. Each party hereby represents and warrants to the other party, and agrees that it has the full power and authority to enter into this Agreement and perform each of its obligations hereunder, and it is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement.

## 16. ENTIRE AGREEMENT

It is mutually understood and agreed that the foregoing constitutes the entire Agreement between the parties. Any modifications or amendments to this Agreement must be in writing signed by an authorized agent of each party.



IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as of the date first set forth above:

<p>CITY OF REEDLEY, a municipal corporation</p> <p>By: _____ Nicole R. Zieba, City Manager</p>	<p>SELECTED CONTRACTOR NAME, an independent business</p> <p>By: _____</p>
--	---

Approved as to Form:

Scott G. Cross, City Attorney

\_\_\_\_\_

Date \_\_\_\_\_

Attested:

Sylvia Plata, City Clerk

\_\_\_\_\_

Date \_\_\_\_\_

## **Exhibit A**

### **SCOPE OF WORK**

#### **Irrigation, general**

Irrigation will be done with the use of automatic or manual sprinkler systems where available and operable. It will be the City's responsibility to provide proper coverage of all areas. Exclusions will be identified in descriptions of areas. It is the Contractor's responsibility to make the City aware of all irrigation needs and repairs.

- A. Maintenance: The City will maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making whatever adjustments necessary to prevent excessive run off into streets or other areas not intended to be irrigated. Care will be taken to prevent wasting water, causing soil erosion, or allowing seepage into existing underground improvements or structures.

The City is responsible for the repair and maintenance of all irrigation controllers. Furthermore, the City is responsible for setting and adjusting all irrigation controllers as needed during each calendar year. The Contractor will work with the City to ensure that casual standing water and watering times do not conflict with contractor's maintenance schedule.

- B. Repairs: Irrigation systems which are damaged or altered in any way as a result of work performed under this Contract will be repaired or replaced in kind and in an approved manner by the Contractor. Repairs will be made immediately after damage or alteration occurs, unless otherwise directed. Cost of such repairs are the responsibility of the Contractor.

For repairs not made, or not made to the satisfaction of the City Representative, the work will be done by others and billed to the Contractor.

#### **Weed Control – General**

For the purposes of this Specification, a weed will be considered to be any undesirable plant, or a plant growing out of place.

All landscaping within the specified maintenance areas including lawns, shrubs, and ground cover beds, planters, and tree wells will be kept weed free at all times. Complete removal of all weed growth is to be accomplished on a continuous basis during the complete Contract period. Weeds may be controlled by mechanical methods, or chemical methods at the discretion of the Contractor. Weeds reaching a height of 6" must be physically removed from landscaped areas.

- a. Use of Chemical Herbicides for Weed Control: The Contractor will abide by all rules and regulations of the California Department of Pesticide Regulations, EPA, Fresno County Ag Commissioner, Department of Health, and Department of Industrial Relations regarding the safe application of herbicides under this Contract. Care will be taken to ensure the safety of the public and the Contractor's employees during chemical weed control operations. Great care will be taken by the Contractor to avoid herbicide drift onto non-targeted plants.

The Contractor will maintain a commercial license (QAL or QAC) for application of chemical herbicides.

The Contractor will maintain a chemical log record to be reported to appropriate agencies.

### **Diseases and Pest Control**

The Contractor and/or City, will regularly inspect all landscaped areas for the presence of disease, insect, or rodent infestation. The Contractor will notify the City representative within three (3) days of finding such a condition, outlining identification and control measures to be taken. Upon approval of the City representative, the Contractor will implement the approved control measures utilizing all safeguards necessary to protect the public and Contractor's employees.

- a. Use of Chemical Pesticides: All rules of the California Department of Pesticide Regulations, EPA, Fresno County Ag Commissioner, Department of Health, and Department of Industrial Relations regarding safe application of pesticides under this contract will be observed.

When using rodent chemicals, or pesticides, great care must be taken to avoid contact with non-target organisms.

The Contractor will maintain a commercial license (QAL or QAC) for application of chemical pesticides. Copies of pesticide usage logs/journals will be provided to the City on an annual basis, or when the Contractor experiences staff changes related to licensed pesticide applicators.

### **Pruning – General**

All shrubs, trees, and ground cover plants growing in the work area will be pruned as required to maintain plants in a healthy growing condition. Pruning is to be done in a manner which promotes the plant's natural growth characteristics. Hedging, shearing, or other severe pruning will not be allowed without prior approval by the City.

Plant growth is to be kept within reasonable bounds to prevent its encroachment in passageways, and streets. Clear view of traffic signs and intersections is to be maintained at all times.

All dead, dying or damaged branches will be removed on a weekly basis.

Using sharp pruning tools, all cuts will be made cleanly with no stub or projections remaining.

- a. Trees: The Contractor will comply with adopted standards in the Reedley Street Tree Master Plan. The Contractor will be responsible for all tree pruning in contracted maintenance areas. All trees are to be maintained in their natural shape.

Canopy clearance above walks of 7'0" and above streets of 14'6" is to be maintained for pedestrian and traffic safety.

Trees will be pruned away from buildings and other structures to prevent possible structural damage and visual obstruction of signs. All tree branches will be trimmed or cut back as necessary to allow visibility of all Regulatory and Street name signs.

The Contractor will bring to the City Representative's attention within 24 hours any tree which shows signs of root heaving, leaning, having hanger limbs, or in some manner constituting a safety hazard, and will be required to correct any problem short of removal and replacement of any tree.

### **Fertilization**

All turf areas will be fertilized minimally, two (2) times a year for this maintenance schedule, turf areas will receive not less than one (1) pound of actual available Nitrogen in a balanced fertilizer form for each one thousand (1,000) square feet of turf. Fertilizer will be applied uniformly using an appropriate spreader. Analysis of fertilizer will be approved by the City Representative prior to application. The City Representative will be notified 48 hours prior to beginning fertilization.

Prior to beginning a fertilization program, the Contractor will submit to the City Representative a schedule showing sites, dates, types, and approximate times of fertilizer applications. Timing or number of sites fertilized will not be set up to preclude normal on-site maintenance work, or schedule activities.

Duplicate signed, legible copies of all certificates and invoices for fertilizer used under this Contract stating grade, type, amount, and quantity received are to be presented to the City Representative. Both copies are to be signed on-site by the City Representative before fertilizers may be used.

### **Replacement of Plant Material**

- a. The Contractor will notify the City Representative within four (4) days of the loss of the plant material due to any cause.
- b. The Contractor will supply all labor and materials to replace any tree, shrub, turf, or ground cover damaged or lost through the Contractor's faulty maintenance or negligence.
- c. The City will be responsible to replace trees or shrubs damaged due to inadequate watering, as well as any plants damaged or lost through theft, vehicular damage, act of God, or other mysterious causes, that is not the responsibility of the Contractor.

### **Turf Maintenance**

- a. Mowing: All lawn areas in this contract will be mowed with power-propelled reel or rotary-type mowers. Mowers will be adjusted and maintained to provide a smooth, uniform cut with no ridges or depressions. Grass clippings will be removed during mowing operations. All mowers are to be cleaned prior to each mowing to avoid a possible weed invasion.  
  
All turf areas are to be mowed on a preset day. Any changes to this schedule must be approved in advance by the City Representative. Changes may be made by City Representative to mowing schedule due to special events or activities.  
  
During periods of heavy growth more than one mowing per week may be required in high maintenance areas. Any additional required mowing will be part of the Contract maintenance bid.
- b. Bermuda Invasion in Cool Season Turf Area: The Contractor will take preventative measures to restrict the invasion of cool season turf by Bermuda grass. Should the City Representative determine that Bermuda grass invasion has exceeded one square foot, the Contractor will spray out the area and re-sod with compatible turf.
- c. Edging: All turf adjacent to improved surfaces, will be edged a minimum of once every second mowing. If no improved surface exists, turf edges will be maintained where the turf abuts a shrub bed or property line, or to maintain turf delineation.
- d. Turf Grass Over Seeding: Cool season turf grasses will be over seeded annually with two (2) pounds of approved fescue seed per one thousand (1,000) square feet of turf area between September and October.



Warm season turf grasses will be over seeded one (1) time per year as follows:

Once between April and May using one (1) pound of common Bermuda seed per one thousand (1,000) square feet of turf.

Seed analysis will be submitted for approval to the City Representative ten (10) working days prior to over seeding dates. No over seeding will be done without prior approval.

The Contractor will supply the labor and the supplies, including seed for over seeding.

Over seeding of specific sites may be deleted at the discretion of the City Representative.

- e. Renovation: Turf renovation to remove accumulated from all sites under this Contract will be accomplished by power raking or de-thatching rakes once annually on cool season turf between September and October (care will be taken so turf is not damaged).

This will be done once annually on warm season turf (Bermuda) between April and May (care will be taken so turf is not damaged.)

Renovation of specific sites may be deleted at the discretion of the City Representative.

Refuse and plant material generated by renovating will be removed not later than the day following the operation.

A Schedule of equipment to be used by the Contractor will be submitted for approval ten (10) days prior to beginning of work. A work schedule will be submitted for approval showing site, date, and time the actual operation is to be performed. Work is not to begin without prior approval of equipment and work schedule.

### **Blow off Sidewalks**

Sidewalks and surrounding hardscapes will be regularly cleaned and blown off into the gutter pan for removal by the street sweeper. Debris shall not be blown into the street. Care must be taken as to not blow dust on cars or pedestrians.



## Maintenance Locations

The work to be done under these provisions consists of furnishing all labor, services, tools, equipment, and materials for the City of Reedley – Landscape Maintenance of : Assessment Districts.

1. LLMD Zone A, Riverview Estates Landscape Buffer located on Kings River Road and Olson Avenue (mostly on Kings River Road); approximately 11,600 SF of trees and shrubs.
2. LLMD Zone B, Riverglen Subdivision median islands located on Kingswood Parkway, approximately 2,400 SF of trees and shrubs.
3. LLMD Zone D, Kingswood Parkway median islands located on Kingswood Parkway, approximately 2,540 SF of trees and shrubs.
4. LLMD Zone E, Willow Ridge I Landscape Buffer located on the west side of Buttonwillow Avenue between Cypress Avenue & Carob Avenue, approximately 3,050 SF of turf and trees, and 9,050 SF of trees and shrubs.
5. LLMD Zone F, Riverglen III Subdivision median islands located on Kingswood Parkway, approximately 3,040 SF of trees and shrubs.
6. LLMD Zone G, Hearthstone Landscape Buffer located on the west side of Frankwood Avenue between Huntsman Avenue and Herbert Avenue; approximately 9850 SF of trees and shrubs. Hearthstone Park located on the corner of Carpenter and Cyrier Avenues; approximately 8,670 SF of turf and trees, and 1,440 SF of trees and shrubs.
7. LLMD Zone H, Willow Ridge II Landscape Buffer located on the west side of Buttonwillow Avenue between Carob Ave & Parlier Avenue (excluding the corner lot at Parlier Avenue), approximately 2,500 SF of turf and trees, and 9,600 SF of trees and shrubs, and then 4,180 SF of trees and shrubs located on Parlier Avenue east and west of Kady Avenue. Willow Ridge Park located on the corner of Carob and Cedar Avenues; approximately 22,650 SF of turf and trees, and 3,480 SF of trees and mulch.
8. LLMD Zone I, New Horizons Park located on Myrtle Avenue between Sunrise and Kady Avenues; approximately 24,000 SF of turf and trees.
9. LLMD Zone J, River Ridge Subdivisions Landscape Buffer located on the north side of Dinuba Avenue, 300 feet west and 450 feet east of Tobu Avenue; approximately 5,450 SF of turf and trees, and 9,580 SF of trees and shrubs. Median islands and park strips located on Tobu Avenue north of Dinuba Avenue to north of Evening Glow Avenue, approximately 15,350 SF of landscape buffer turf and trees, and 16,170 SF of landscape buffer trees and shrubs, and 12,800 SF of median islands trees and shrubs. Landscape buffer located on Zumwalt Avenue from Duff Avenue to north of Evening Glow Avenue; approximately 1,850 SF of turf and trees, and 2,000 SF of trees and shrubs. Park strip located on Duff Avenue, 150 feet west of Peach Avenue to Zumwalt Avenue; approximately 2,150 SF of turf and trees.

10. LLMD Zone K, Rosewood Estates Landscape Buffer located on Buttonwillow Avenue between North Avenue and Springfield Avenue, approximately 28,800 SF of turf and 13,200 SF of trees and shrubs.
11. LLMD Zone L, Cottage Glen I, II, IV, & Cottage Commons Landscape Buffer located on Frankwood Avenue, approximately 130 feet both north and south of Lilac Avenue; approximately 1,210 SF of turf and trees, and 1,195 SF of trees and shrubs. Landscape buffer located on west side of Church Avenue from Herbert Avenue to 130 feet south of Lilac Avenue; approximately 9,020 SF of turf and 10,420 SF of trees and shrubs.
12. LLMD Zone O, The Oaks Subdivision Landscape Buffer located on Cherry Avenue from Almond Avenue to Orange Avenue; approximately 5,850 SF of trees and shrubs.
13. LLMD Zone P, Orchard Estates I & III Landscape Buffer located on the east side of Frankwood Avenue from 130 feet north of Shimizu Avenue to Davis Avenue; approximately 33,480 SF of turf and trees and 15,080 SF of trees and shrubs. Median islands on Frankwood Avenue from 130 feet north of Shimizu Avenue and Davis Avenue; approximately 14,450 SF of trees and shrubs. Median islands on Olson Avenue from Frankwood Avenue to East Avenue; approximately 5,800 SF of trees and shrubs. Median islands on East Avenue from Shimizu Avenue to Davis Avenue; approximately 17,050 SF of trees and shrubs. Landscape buffer around Ponding Basin located on East Avenue between Gibson Avenue and Olson Avenue; approximately 3,550 SF of turf and trees, and 5,400 SF of trees and shrubs. Landscape buffer around Ponding Basin located on East Avenue between Herbert Avenue and Davis Avenue; approximately 3,390 SF of turf and trees, and 6,270 SF of trees and shrubs. Landscape buffer on Gibson Avenue cul-de-sac; approximately 4,180 SF of turf and trees. Landscape buffer on Olson Avenue from Frankwood Avenue to 150 feet east of Frankwood Avenue; approximately 7,540 SF of turf and trees and 440 SF of trees and shrubs. Orchard Estates Park located on the corner of Carpenter and Del Altair Avenues; approximately 6,135 SF of turf and trees, and 1,250 SF of trees and shrubs.
14. LLMD Zone Q, Presidential Estates Landscape Buffer located on Carolyn Lane 100 feet north and south of Washington Court, approximately 1,000 SF of shrubs.
15. LLMD Zone R, Reedley Estate (Hawthorne Heights) Landscape Buffer located on South Avenue 150 feet west of Concord Avenue to 385 feet east of Sunny Lane; approximately 12,150 SF of turf and trees and 8,100 SF of trees and shrubs. Landscape buffer including median island located on Sunny Lane located between South Avenue and Abbott Avenue; approximately 1,100 SF of turf and trees and 3,550 SF of trees and shrubs. Landscape buffer on south side of Locke Avenue between Concord Avenue and 150 feet east of Thompson Avenue; approximately 28,900 SF of turf and trees and 11,150 SF of trees and shrubs. Landscape buffer around Ponding Basin located on Concord Avenue between Sydney Avenue and Locke Avenue; approximately 3,000 SF of turf trees, and 9,650 SF of trees and shrubs.



[illegible]

CITY OF REEDLEY

ZONE R

CITY

## LIMITS

SOUTH AVE,

PARLER AVE.

ZONE H

ZONE E

MANNING AVE.

ZONE 1

ZONE K

SPRINGFIELD AVE

ZONE J

	Working Hours
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CLAY

ZONE 0

ZONE F

ZONE L

CITY	
F R E S N O	
T U L A R E	

C O U N T Y  
C O U N T Y

# PROPOSAL

The undersigned declares that he/she has carefully examined the location of the proposed work, as well as the Scope of Work, and hereby proposes to furnish all materials and do all the work required to complete the said work in accordance with said Scope of Work, for the prices as listed on the following pages for the following projects.

## CITY OF REEDLEY Landscape Maintenance of:

Item No.	LLMD Zone	Description	Area: Square feet	Price per SF per Month	Monthly Amount per Site
<b>1</b>	<b>A</b>	<b>Riverview Estates Landscape Buffer</b>			
		- trees & shrubs	11,600		
<b>2</b>	<b>B</b>	<b>Riverglen Landscape Buffer</b>			
		- median islands	2,400		
<b>3</b>	<b>D</b>	<b>Kingswood Parkway Landscape Buffer</b>			
		- median islands	2,540		
<b>4</b>	<b>E</b>	<b>Willow Ridge I Landscape Buffer</b>			
		- turf & trees	3,050		
		- trees & shrubs	9,050		
<b>5</b>	<b>F</b>	<b>Riverglen III Landscape Buffer</b>			
		- median islands	3,040		
<b>6</b>	<b>G</b>	<b>Hearthstone Landscape Buffer</b>			
		- trees & shrubs	9,850		
		<b>Hearthstone Pocket Park</b>			
		- turf & trees	8,670		
		- trees & shrubs	1,440		
<b>7</b>	<b>H</b>	<b>Willow Ridge II Landscape Buffers</b>			
		- turf & trees	2,500		
		- trees & shrubs	13,780		
		<b>Willow Ridge Pocket Park</b>			
		- turf & trees	22,650		
		- trees & mulch	3,480		
<b>8</b>	<b>I</b>	<b>New Horizons Pocket Park</b>			
		- turf & trees	24,000		
<b>9</b>	<b>J</b>	<b>River Ridge Landscape Buffers</b>			
		- turf & trees	24,800		
		- trees & shrubs	27,750		
		- median islands	12,800		
<b>10</b>	<b>K</b>	<b>Rosewood Estates Landscape Buffer</b>			
		- turf & trees	28,800		
		- trees & shrubs	13,200		
<b>11</b>	<b>L</b>	<b>Cottage Glen Landscape Buffers</b>			
		- turf & trees	10,230		
		- trees & shrubs	11,615		
<b>12</b>	<b>O</b>	<b>The Oaks Landscape Buffer</b>			

		- trees & shrubs	5,850		
<b>13</b>	<b>P</b>	<b>Orchard Estates I &amp; II Landscape Buffers</b>			
		- turf & trees	52,140		
		- trees & shrubs	27,190		
		- median islands	37,300		
		<b>Orchard Estates Pocket Park</b>			
		- turf & trees	6,135		
		- trees & shrubs	1,250		
<b>14</b>	<b>Q</b>	<b>Presidential Estates Landscape Buffer</b>			
		- shrubs	1,000		
<b>15</b>	<b>R</b>	<b>Reedley Estates Landscape Buffers</b>			
		- turf & trees	45,150		
		- trees & shrubs	32,450		

Grand Total \$ \_\_\_\_\_ /mo.

Monthly proposal in words: \_\_\_\_\_ dollars, and  
 \_\_\_\_\_ cents per month. I state under Penalty of perjury that I am an  
 authorized representative of the company listed below and that the representations made herein are true  
 and in accordance with the provisions of Section 7028.15 of the Business and Profession Code of the State  
 of California.

Signature(s) of Respondent \_\_\_\_\_  
 Printed name of respondent \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Title \_\_\_\_\_

If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual copartners composing the firm. If a corporation, state legal names of the corporation, also the names of president, secretary, treasurer, and manager thereof.

\_\_\_\_\_ President

\_\_\_\_\_ Secretary

\_\_\_\_\_ Treasurer

\_\_\_\_\_ Manager

\_\_\_\_\_ Business Address

\_\_\_\_\_ Telephone Number/Fax Number

\_\_\_\_\_ Dated



## **SUBCONTRACTORS**

Pursuant to the provisions of Sections 4100 to 4113 inclusive, of the Government Code of the State of California, every respondent will set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of 1 percent of the respondent's total proposal. If the respondent fails to specify a subcontractor for any portion of the work in excess of one-half (1/2) of 1% of the respondent's total bid, he/she agrees to perform that portion him/herself. The following is the required list of subcontractors.

### **RESPONDENT'S LIST OF SUBCONTRACTORS**

Type of Work

Name & Address of Subcontractors

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Date

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Contractor's Signature